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Attorneys for Amir Shahmirza
(Agent for Komir, Inc.) and Komir, Inc.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re Case No. 19-30088 (DM)
PG&E CORPORATION, Chapter 11
- and - (Lead Case) (Jointly Administered)

PACIFIC GAS AND ELECTRIC
COMPANY,
Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

**EXHIBIT COMPENDIUM SUBMITTED
IN SUPPORT MOTION FOR PARTIAL
SUMMARY JUDGMENT OF ISSUES IN
REORGANIZED DEBTORS OBJECTION
TO CLAIM #2090 AND IN CLAIMANT'S
RESPONSE THERETO:
VOLUME 5 - Exhibits 8-11**

**Date: April 11, 2023
Time: 10:00 a.m.
Place: (Tele/Videoconference Appearances
Only)
United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102**

Amir Shahmirza, as agent of, and acting on behalf of, Komir, Inc. ("Komir" or "Claimant"),
submits this Exhibit Compendium in Support Motion for Partial Summary Judgment of Issues in
Reorganized Debtors Objection to Claim #2090 and in Claimant's Response Thereto in support of
Claimant's Motion for Partial Summary Judgment of Issues in Reorganized Debtors Objection to

1 Claim #2090 and in Claimant's Response Thereto:

2 Exhibit 8: Director's Deed from the State of California to Niel F. Hildebrand and
3 Melanie M. Hildebrand recorded on June 30, 1987 in the records of the
4 County Recorder of San Mateo County as Instrument No. 87101925.
5 (Certified Copy)

6 Exhibit 9: Plat Maps of the State of California, Department of Transportation

7 Exhibit 10: Plat Maps marked in yellow to depict location of Komir Property.

8 Exhibit 11: Grant Deed from Niel F. Hildebrand and Melanie M. Hildebrand to Komir,
9 Inc., recorded on December 18, 2000 in the records of the County Recorder of
10 San Mateo County as Document No. 2000-160010.

11 Respectfully submitted.

12 Dated: January 31, 2023

COHEN AND JACOBSON, LLP

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14 By: /s/ Lawrence A. Jacobson
15 Lawrence A. Jacobson
16 Attorneys for Claimant and Respondent
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EXHIBIT 8

Return to:
Mr. Neil F. Hildebrand Jr.
100 Skyline Plaza
DALY CITY, CA. 94015

RF	7
CO	
LN	
MF	1
AF	5
BR	13

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RECORDED AT REQUEST OF

FOUNDERS TITLE COMPANY

JUN 30 11 01 AM '87

WARREN SLOOUM RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Stamp Tax: \$72.05

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
4	SM	101	20.6	DD-038103-01-01

DIRECTOR'S DEED
JUN 1987 15

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to
NIEL F. HILDEBRAND JR. and MELANIE M. HILDEBRAND, as community property

all that real property ~~xxx~~ partly in the City of San Bruno and all in the

County of San Mateo, State of California, described as:

PARCEL 038103-01-01:

COMMENCING at the northeasterly terminus of the course described as "N. 84°25'53" E., 0.81 of a foot" in that 0.377-acre parcel of land conveyed to the City of San Bruno by Director's Deed No. DD-038619-01-01, recorded April 20, 1977 in Volume 7448 at page 455, Official Records of San Mateo County; said terminus being also on the San Bruno City Limits Line; thence along the easterly prolongation of said course N. 84°25'53" E., 114.19 feet; thence N. 47°43'02" E., 36.80 feet; thence N. 30°41'14" E., 9.30 feet; thence S. 54°44'20" E., 122.08 feet; thence from a tangent that bears S. 2°45'48" E., along a curve to the right with a radius of 499.96 feet, through an angle of 30°28'30", an arc length of 265.92 feet; thence S. 27°42'42" W., 308.26 feet to the southeasterly line of that certain parcel of land, described as PARCEL II, conveyed to City and County of San Francisco, a municipal corporation, by Director's Deed No. 2293-DD, recorded October 28, 1953,

Documentary Transfer Tax
***** PAID *****
San Mateo County
Rec'd By BR Deputy Recorder

MAIL TAX
STATEMENTS TO:
Mr. Niel F. Hildebrand Jr.
100 Skyline Plaza
Daly City, CA 94015
FORM RW 02-19 (REV. 8-82)

DOCUMENTARY TRANSFER TAX \$ <u>72.05</u>	
<input checked="" type="checkbox"/>	COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
<input type="checkbox"/>	COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.
Signature of declarant or agent determining tax—firm name	
CITY OF <u>San Bruno</u>	<input type="checkbox"/> Unincorporated

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in Volume 2487, at page 443, Official Records of San Mateo County; thence along last said line and the general westerly line of last said Parcel II (2293-DD) S. 24°50'32" W., 101.57 feet, N. 4°38'43" W., 190.93 feet, N. 85°21'17" E., 15.33 feet and N. 10°51'17" E., 129.71 feet to said San Bruno City Limits Line; thence along last said line N. 4°38'43" W., 330.46 feet to the point of commencement.

CONTAINING 2.214 acres, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

(a) Subject to AN EASEMENT, granted or to be granted to the City of San Bruno, for the maintenance of the existing 24-inch diameter sewer line, said easement described as follows:

COMMENCING at the northwesterly corner of that 2.214-acre parcel of land described above; thence along the northerly line of said 2.214-acre parcel N. 84°25'53" E., 10.00 feet to a line parallel with and 10.00 feet easterly, at right angles, from said San Bruno City Limits Line; thence along said parallel line S. 4°38'43" E., 542.34 feet to the southeasterly line of said 2.214-acre parcel; thence along last said line S. 27°42'42" W., 18.69 feet to said San Bruno City Limits Line; thence along last said line N. 4°38'43" W., 557.97 feet to the point of commencement.

CONTAINING 0.126 of an acre, more or less.

(b) Subject to AN EASEMENT, granted or to be granted to Pacific Gas and Electric Company, a California corporation, for the right to landscape and access and in connection therewith to plant, grow and care for shrubs and trees, not to exceed fifteen (15) feet in height, within the following described parcel of land:

COMMENCING at the northwesterly corner of that 2.214-acre parcel of land described above; thence along the northerly line of said 2.214-acre parcel, N. 84°25'53" E., 114.19 feet; thence S. 17°58'05" W., 88.46 feet; thence S. 85°13'30" W., 80.16 feet to the westerly line of said 2.214-acre parcel; thence along last said line N. 4°38'43" W., 80.00 feet to the point of commencement.

CONTAINING 0.180 of an acre, more or less.

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(c) Subject to AN EASEMENT, granted or to be granted to the PACIFIC BELL, a corporation, for the right from time to time to construct, place, inspect, maintain and replace communication facilities, consisting of aerial and underground wires, cables and other electrical conductors with associated poles, crossarms, anchors, guys, fixtures, conduits, manholes, marker posts and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under, the following described parcel of land:

A strip of land, 10.00 feet wide, bounded on the east by the easterly line of that 2.214-acre parcel described above and bounded on the west by the westerly line of said 2.214-acre parcel, lying 5.00 feet on each side of the following described center line:

COMMENCING at a point on the westerly line of that 2.214-acre parcel described above, distant thereon S. 4°38'43" E., 75.00 feet from the northwesterly corner of said 2.214-acre parcel; thence N. 85°13'30" E., 240.67 feet to the easterly line of said 2.214-acre parcel.

CONTAINING 0.055 of an acre, more or less.

Grantor further grants to grantee the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to grantor, provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway, now crossing or hereafter crossing said lands.

Grantor shall have the right to use said strip for purposes not inconsistent with grantee's full enjoyment of the rights hereby granted, provided that grantor shall not erect or construct any building or other structure, or drill or operate any well, within said strip.

Grantee shall have the further right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip.

Grantee shall also have the right to mark the location of said strip by suitable markers, but said markers when set in the ground shall be placed in fences or other location

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which will not interfere with any reasonable use grantor shall make of said strip.

Grantee shall indemnify grantor against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of grantee or its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The bearings and distances used in the above descriptions are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000790 to obtain ground level distances.

APN 092-020-100 Ptn. JPN 92-01-010-30 Ptn.

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Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Transportation of the State of California, this 25th day of June, 1987.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LEO J. TROMBATORE
Director of Transportation

APPROVED AS TO FORM AND PROCEDURE
[Signature]
ATTORNEY
DEPARTMENT OF TRANSPORTATION

By

HARRY L. KAGAN

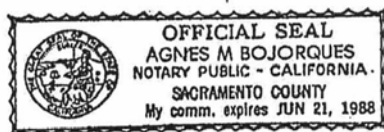
Attorney in Fact

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STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } ss.

On this 25th day of June, in the year 1987, before me AGNES M. BOJORQUES, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared HARRY L. KAGAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney in Fact of LEO J. TROMBATORE Director of Transportation of the State of California, and that he (she) subscribed the name of LEO J. TROMBATORE as Director of Transportation, and his (her) own name as Attorney in Fact, and that the State of California executed the same.

WITNESS my hand and official seal.



[Signature: Agnes M. Bojorques]
Notary Public

THIS IS TO CERTIFY That the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 25th

day of June, 1987, in

the City of Sacramento

Dated this 26th day of June, 1987

[Signature: Robert J. Remen]
ROBERT J. REMEN
Chief Deputy Director

86 37401

When embossed, this is certified to be a true copy of the
records of the San Mateo Assessor-County Clerk-Recorder.

Mark Church, Assessor-County Clerk-Recorder

By _____

EXHIBIT 9

EXHIBIT "B"

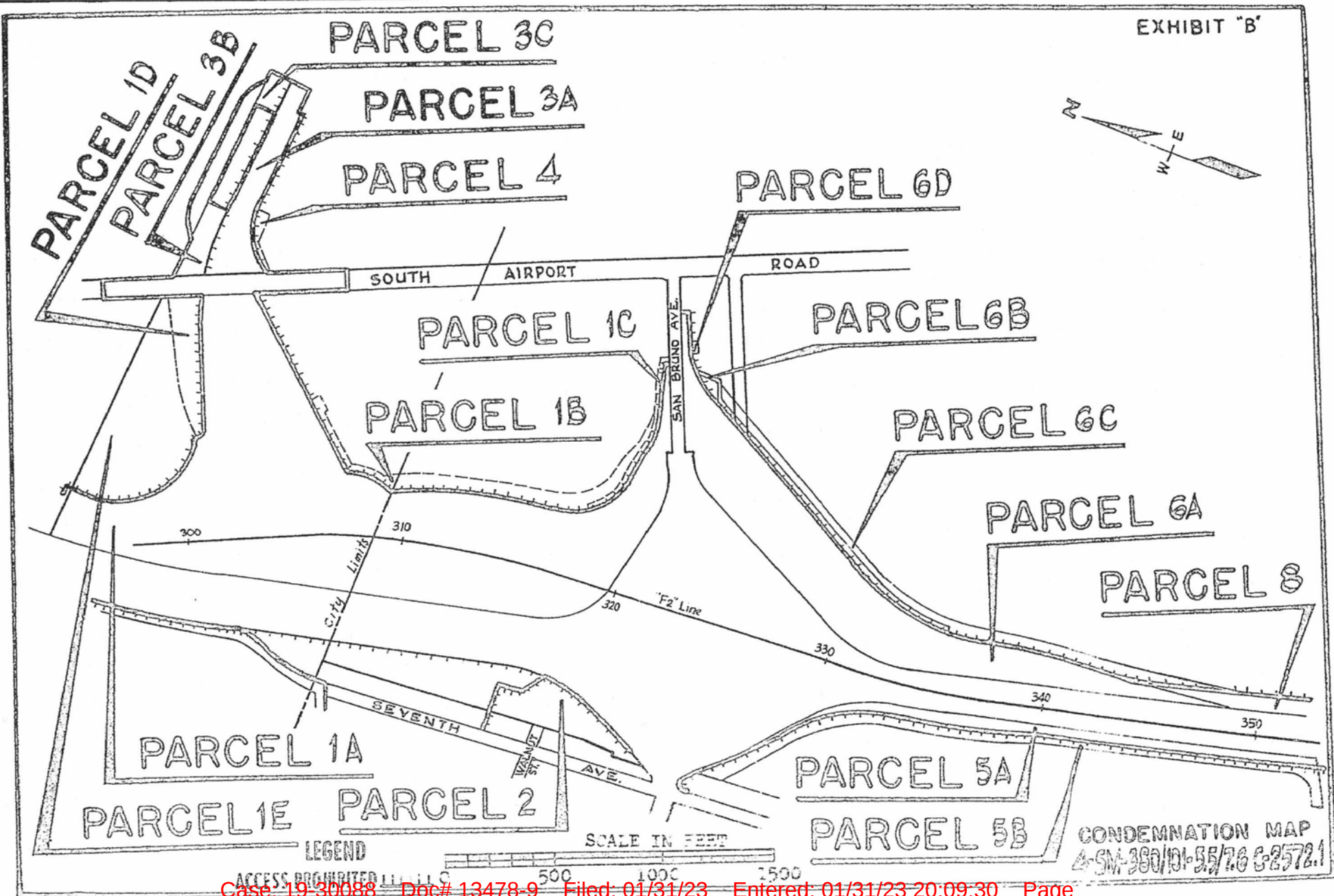
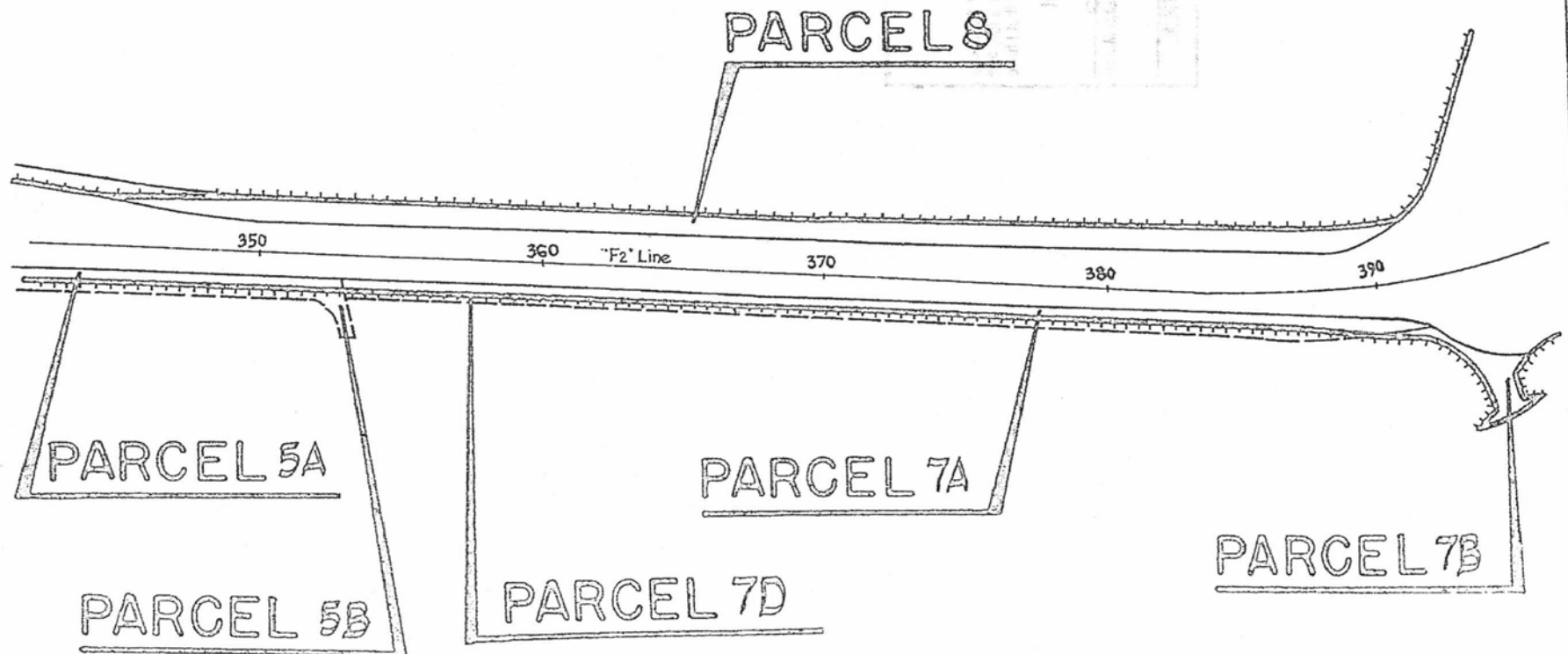
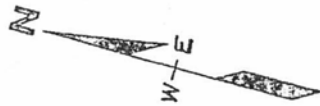


EXHIBIT "C"



LEGEND

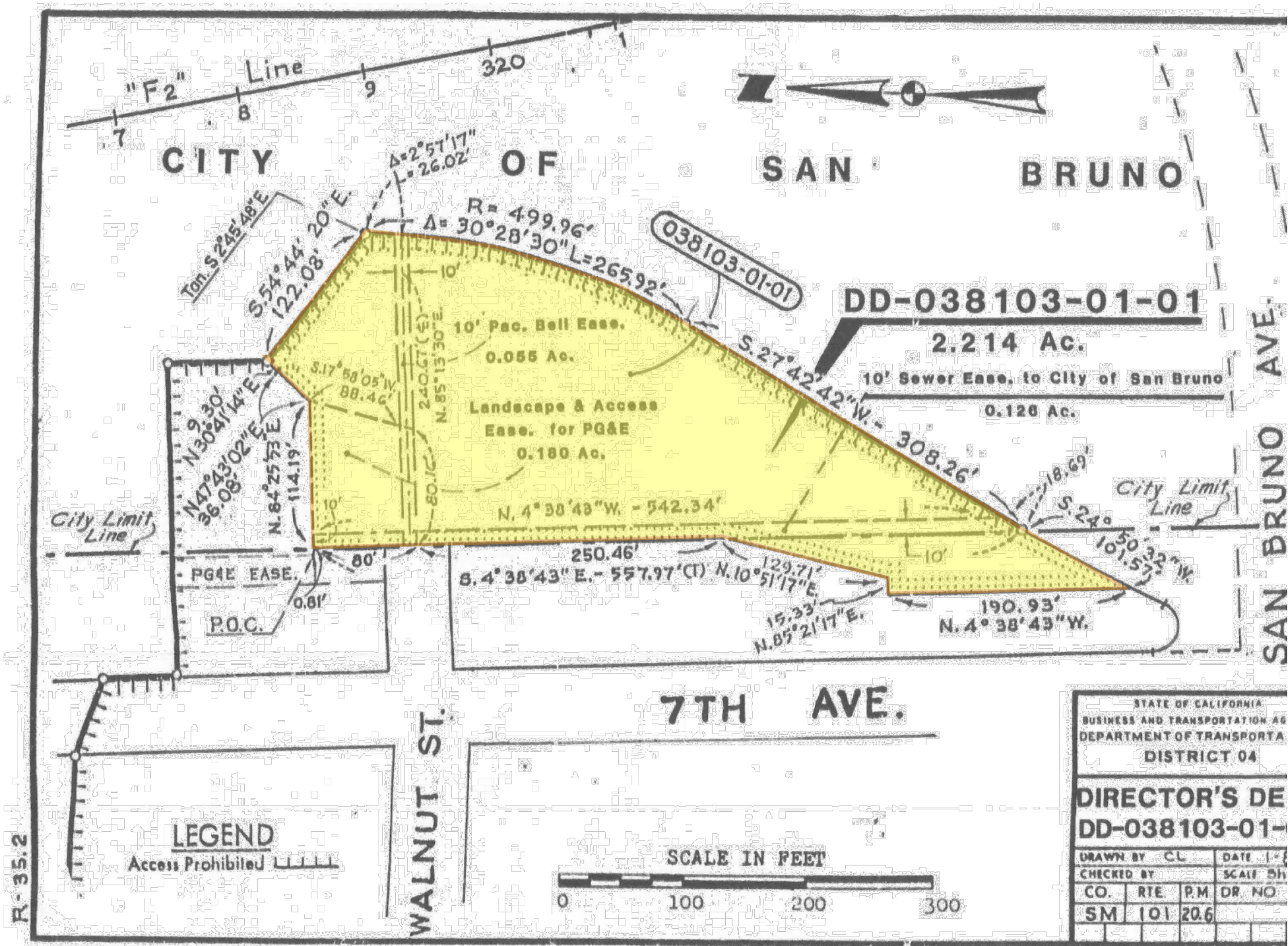
Access Prohibited

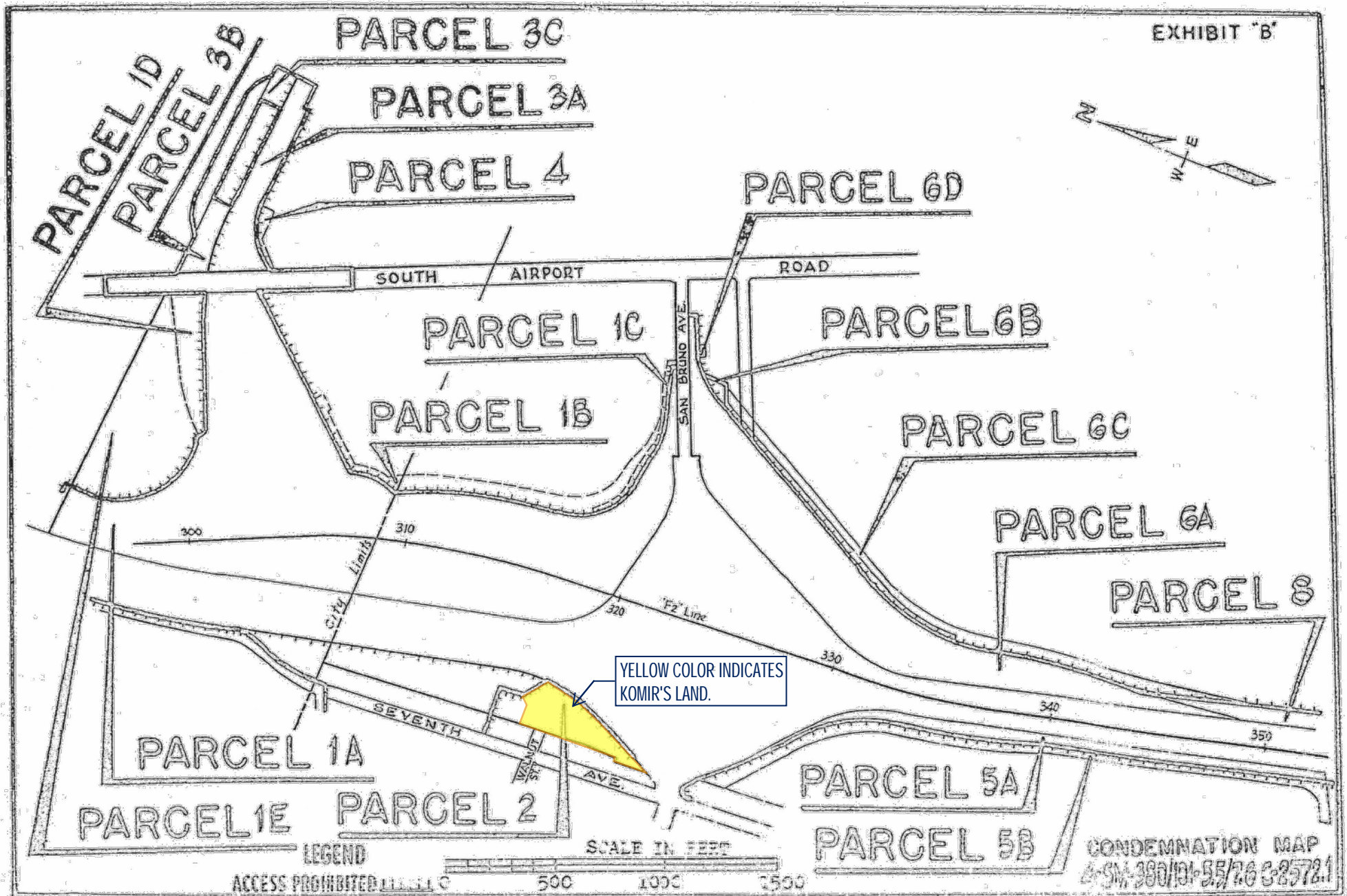
SCALE IN FEET



CONDEMNATION MAP
SM-380/101-55/76 C-25722

EXHIBIT 10





PLAT MAP FROM PARCEL 2 CONDEMNATION 1973

EXHIBIT 11

Recording Requested by:
Commonwealth Land Title Company

WHEN RECORDED MAIL TO:
KOMIR, INC.

10 ROLLINS ROAD
SUITE 217
MILLBRAE, CA 94030

DOC # 2000-160010

12/18/2000 01:24P DE Fee:13.00

Page 1 of 3

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By KOMIR INC



THIS SPACE FOR RECORDER'S USE ONLY:

GRANT DEED

APN: 020-155-030
JPN: 092-001-010-32A
TITLE NO.: 79530297
ESCROW NO: 79530297

The undersigned Grantor(s) declare(s) that the DOCUMENTARY TRANSFER
TAX IS: \$ 0 County \$ _____ City _____
X Computed on the consideration or value of property conveyed; OR
____ Computed on the consideration or value less or encumbrances
remaining at time of sale.
DEED ONLY TO CORRECT LEGAL-NO CONSIDERATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
NIEL F. HILDEBRAND JR. & MELANIE M. HILDEBRAND, HUSBAND AND WIFE, AS COMMUNITY PROPERTY
hereby GRANT(S) to
KOMIR, INC.
all the real property situated in the City of San Bruno, County of San Mateo, State of California, described as:
SEE ATTACHED EXHIBIT "A"

DEED ONLY BEING RECORDED TO CORRECT LEGAL DISCRIPTION OF THE GRANT DEED RECORDER JULY 5,
2000 SERIS NO. 200081861

Dated: December 15, 2000

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On DEC. 18, 2000 before me KRISTIN A. SMITH

personally appeared NIEL F. HILDEBRAND JR.
AND MELANIE M. HILDEBRAND

personally known to me or proved to me on this basis of
satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

NIEL F. HILDEBRAND JR.

MELANIE M. HILDEBRAND



(This area for official notarial seal)

MAIL TAX
STATEMENTS TO: KOMIR, INC., SAME AS ABOVE



EXHIBIT "A"

Parcel One:

Commencing at the Northeasterly terminus of the course described as "North 84° 25' 53" East, 0.81 of a foot" in that 0.377 acre parcel of land conveyed to the City of San Bruno by Director's Deed No. DD-038619-01, recorded April 20, 1977 in Volume 7448 at page 455, Official Records of San Mateo County; said terminus being also on the San Bruno City Limits Line; thence along the Easterly prolongation of said course North 84° 25' 53" East, 114.19 feet; thence North 47° 43' 02" East, 36.80 feet; thence North 30° 41' 14" East, 9.30 feet; thence South 54° 44' 20" East, 122.08 feet; thence from a tangent that bears South 2° 45' 48" East, along a curve to the right with a radius of 499.96 feet, through an angle of 30° 28' 30", an arc length of 265.92 feet; thence South 27° 42' 42" West, 308.26 feet to the Southeasterly line of that certain parcel of land described as Parcel II, conveyed to City and County of San Francisco, a municipal corporation, by Director's Deed No. 2293-DD, recorded October 28, 1953, in Volume 2487, at page 143, Official Records of San Mateo County; thence along last said line and the general Westerly line of last said Parcel II (2293-DD) South 24° 50' 32" West, 101.57 feet, North 4° 38' 43" West, 190.93 feet, North 85° 21' 17" East, 15.33 feet and North 10° 51' 17" East, 129.71 feet to said San Bruno City Limits Line; thence along last said line North 4° 38' 43" West, 330.46 feet to the point of beginning.

Parcel Two:

Those certain rights as granted in that certain deed executed by State of California to Niel F. Hildebrand Jr. and Melanie M. Hildebrand, as community property, dated June 25, 1987 and recorded June 30, 1987, as Document No. 87101925, more particularly described as follows:

"Grantor further grants to grantee the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to grantor, provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway, now crossing or hereafter crossing said lands.

Grantor shall have the right to use said strip for purposes not inconsistent with grantee's full enjoyment of the rights hereby granted, provided that grantor shall not erect or construct any building or other structure, or drill or operate any well, within said strip.

Grantee shall have the further right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip.

Grantee shall also have the right to mark the location of said strip by suitable markers, but said markers when set in the ground shall be placed in fences or other location which will not interfere with any reasonable use grantor shall make of said strip.

(legal description continued)

Grantee shall indemnify grantor against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of grantee or its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto."

APN: 020-155-030

JPN: 092-001-010-32A



2000-160010
12/18/2000 01:24P
DE Page: 3 of 3

When embossed, this is certified to be a true copy of the
records of the San Mateo Assessor-County Clerk-Recorder.

JAN 30 2023
Mark Church, Assessor-County Clerk-Recorder

By _____